



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	03-18-14	AGENDA REQUEST NO:	V-B
INITIATED BY:	ROSS WOODFIN <i>RDW</i> PROJECT MANAGER	RESPONSIBLE DEPARTMENT:	ENGINEERING
PRESENTED BY:	TIMOTHY JAHN, P.E., <i>TWJ</i> SENIOR ENGINEER	DIRECTOR:	CHRISTOPHER STEUBING, P.E., CFM, CITY ENGINEER <i>CL S</i>
		ADDITIONAL DIRECTOR (S):	ROBERT VALENZUELA, P. E., CFM, DIRECTOR OF PUBLIC WORKS <i>RV</i>
SUBJECT / PROCEEDING:	ELDRIDGE & WILLOWBANK WELLS REHABILITATION - CIP WA1302 AUTHORIZE A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$645,238.00 WITH ALSAY, INC.		
EXHIBITS:	SIGNED CONTRACT PROJECT AREA MAP BID TABULATION		
CLEARANCES		APPROVAL	
LEGAL:	MARY ANN POWELL, CITY ATTORNEY <i>MAP</i>	ASSISTANT CITY MANAGER:	JIM CALLAWAY <i>jc</i>
PURCHASING:	TODD REED, CPPO, CPPB PURCHASING MANAGER <i>P</i>	ASSISTANT CITY MANAGER:	N/A
BUDGET:	BRYAN GUINN, <i>BH</i> BUDGET OFFICER	CITY MANAGER:	ALLEN BOGARD <i>Allen Bogard</i>
BUDGET			
EXPENDITURE REQUIRED: \$		645,238	
CURRENT BUDGET: \$		920,358	
ADDITIONAL FUNDING: \$		N/A	
RECOMMENDED ACTION			
Authorize the execution of a construction contract with Alsay, Inc. in the amount of \$645,238 for construction of the Eldridge and Willowbank wells rehabilitation project, CIP WA1302.			

EXECUTIVE SUMMARY

The Eldridge Road well has been in service for 33 years and serves as an off-site well for the Lakeview water plant. The Willowbank well has been in service for 23 years and serves as an off-site well for the Austin Parkway water plant. Both wells are due for scheduled routine maintenance and replacement of components. Additionally the Eldridge Road well recently started producing entrained air in the discharge and had to be taken out of service. The Willowbank well motor failed in the past several weeks taking it out of service also. The Eldridge well is approximately 1800' deep with a pump setting at 470' and is powered by a typical 300 horsepower vertical turbine motor. The Willowbank well is approximately 1,100' deep powered by a 300 horsepower submersible pump and motor set at depth of 400'. The design for this project was completed in December 2013.

The project's scope will include the following items:

- pulling the existing well motors and pumps
- televising the liner and screens
- wire brushing the screens as needed
- replacement of the pumps and rebuilding or replacing the electric well motors
- replacement of well column components
- chemical cleaning (if required)
- induction survey of the Eldridge Road well
- performance testing of the completed wells

The rehabilitated wells are expected to have a 2,000 – 2,400 gallon per minute capacity after rehabilitation.

On January 29, and February 5, 2014 the City published an invitation to bid (ITB) for construction of CIP Project WA1302 Eldridge and Willowbank Wells Rehabilitation. The bids were opened on February 13, 2014. There were three bids submitted with the bids ranging from \$645,238 to \$760,628. Alsay, Inc. was the apparent low bidder with a total bid of \$645,238. The low bid is within the construction budget for the project and the engineer's probable construction cost estimate is \$872,000, and funding of \$920,358 is available in the Well Rehabilitation project (WA1302) to cover the costs. Jones and Carter, Inc. evaluated the bids and made a recommendation to award the contract to Alsay, Inc. In addition, Alsay Inc. has successfully completed several new and rehabilitation water well projects in the past for the City.

The Notice to Proceed for the Eldridge and Willowbank Wells Rehabilitation is anticipated to be issued in April 2014 with 180 calendar days to substantial completion. Work will commence at the Willowbank well and then proceed to the Eldridge Road location.

The Engineering and Public Works Departments recommend that the City Council authorize the execution of a contract with Alsay Inc. in the amount of \$645,238 for construction of the Eldridge and Willowbank wells rehabilitation project, CIP WA1302.

EXHIBITS

(Not For Building Construction Projects)
(Rev. 1-3-12)

This City of Sugar Land Standard Contract for Civil Engineering Construction Projects (Contract) is made between the City of Sugar Land, Texas (City), and the Contractor. The City and the Contractor agree to the terms and conditions of this Contract, which consists of the following:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Contract Documents
- IV. Signatures

I. Summary of Contract Terms.

Project: ELDRIDGE AND WILLOW BANK WATER WELL REHABILITATIONS

Contractor: Alsay Incorporated

Name of Engineering Firm, if any: JONES & CARTER, INC.

Name of Owner's Project Manager: ROSS D. WOODFIN

Base Bid: \$645,238.00

Alternate Bid Item Nos.: 0

Total Alternate Bid Items Amount: \$0

Contract Price (Base Bid + Alternates): \$645,238.00, as may be adjusted by Change Orders

Effective Date of Contract: On the latest date of the dates executed by both parties

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion: Contractor must achieve Substantial Completion within **180** Calendar Days from date specified in Notice to Proceed, as the time may be adjusted by Change Order

Final Completion: Contractor must complete the Punch List within **30** Calendar Days from Substantial Completion

Liquidated Damage Amount for Failure to Meet Time for Substantial Completion: **\$500** per Calendar Day

Liquidated Damage Amount for Failure to Complete Punch List Items by Time for Final Completion: **\$50** per Calendar Day

[The Legal Department has prepared this form contract for use by City employees without further legal review. The form allows for employees to insert information in specific provisions as necessary to complete the contract. The remaining Contract provisions are "read only" and may only be changed by the Legal Department. The Legal Department's signature on the contract assumes that City employees have not changed the form.]

II. Standard Contractual Provisions.

A. Definitions.

Contract means this Standard Contract for Civil Engineering Construction Projects, comprised of the:

1. Summary of Contract Terms (Section I),
2. Standard Contractual Provisions (Section II),
3. Contract Documents (listed in Section III), and
4. Signatures (Section IV).

Project means the project identified in Section I above.

Work means all labor, materials, equipment, and services necessary to construct, erect, install, equip and complete the Project.

B. Work. The Contractor will complete the Work according to the Contract requirements.

C. Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section I above plus any additional sums approved by Change Order. All payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code.

D. Law Governing and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

E. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

F. Independent Contractor. Contractor will perform the Work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the Work to be performed by Contractor under this Contract. The Contractor will perform the Work in a workmanlike manner and take proper care and precautions to insure the safety of Contractor's officers, employees, and agents.

G. Labor Classification and Minimum Wage Scale. The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute, among other things, requires all contractors and subcontractors performing public works contracts for a municipality to:

1. Pay the prevailing wage rate as determined by the municipality, a copy of which is attached as the Labor Classification and Minimum Wage Scale;
2. Keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the Project and the actual per diem wages paid to each; and
3. Forfeit, as a penalty, sixty dollars per day for each laborer, worker, or mechanic who is not paid the stipulated wage for the type of work performed by him as shown in the attached Labor Classification and Minimum Wage Scale. The City is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.

H. Compliance with Laws. The Contractor will comply with all laws and regulations applicable to its business operations and the Work. The Contractor represents that it has complied with the federal immigration and citizenship laws.

I. Severability. The provisions of this Agreement are severable and the invalidity of any part of this Agreement will not affect the validity of the remainder of this Agreement.

J. Cumulative Remedies. The rights and remedies provided in this Contract, or otherwise under applicable laws, shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other right or remedies in addition to, or as an alternate of, the right or remedy.

K. Compliance with CenterPoint Houston Electric, LLC's Tariff. The Contractor must comply with CenterPoint Houston Electric, LLC's or its successor's (CenterPoint) most current tariff filed with the Texas Public Utility Commission. If electrical facilities are installed that require indemnity under the tariff, **CONTRACTOR ASSUMES THE RISK OF AND SHALL INDEMNIFY THE CITY, CENTERPOINT HOUSTON ELECTRIC, LLC (CENTERPOINT), THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO THE CITY OF SUGAR LAND'S (CITY) PROPERTY OR TO PROPERTY OF CENTERPOINT WHEN OCCASIONED BY ACTIVITIES OF THE CITY, CONTRACTOR, OR THIRD PARTIES ON THE CITY'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT OR REPAIR OF CENTERPOINT'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY", SECTION 5.2 OF CENTERPOINT'S TARIFF.**

L. Railroad Requirements. If this Project involves work on or use of Union Pacific Railroad Company's property, whether through construction of an at-grade crossing, installation of utilities, or other City use, the Contractor must comply with the Railroad's requirements, the City's agreement with the Railroad, and the applicable federal, state and local laws regulations and enactment affecting the Work. **ALSO, CONTRACTOR RELEASES, DEFENDS AND INDEMNIFIES UNION PACIFIC RAILROAD COMPANY (RAILROAD) AND THE CITY FROM AND AGAINST ANY LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, COST, OR EXPENSE INCURRED BY ANY PERSON, INCLUDING, WITHOUT LIMITATION, THE CONTRACTOR'S AND THE CITY OF SUGAR LAND'S PROPERTY OR EQUIPMENT (COLLECTIVELY, THE "LOSS") THAT ARISES FROM THE PRESENCE OR ACTIVITIES OF CONTRACTOR'S AND CITY'S EMPLOYEES ON RAILROAD'S PROPERTY, EXCEPT TO THE EXTENT THAT ANY LOSS IS CAUSED BY THE SOLE DIRECT NEGLIGENCE OF THE CITY OR THE RAILROAD.FURTHER. IF THE CONTRACTOR'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ENACTMENTS, RESULTS IN ANY FINE, COST OR CHARGE BEING ASSESSED, IMPOSED OR CHARGED AGAINST THE CITY OR THE RAILROAD, THE CONTRACTOR SHALL REIMBURSE AND INDEMNIFY THE CITY OR RAILROAD FOR ANY SUCH FINE, PENALTY, COST, OR CHARGE, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES. UPON THE RAILROAD'S OR CITY'S NOTICE OF ANY SUCH ACTION BEING PROVIDED BY THE RAILROAD OR THE CITY, THE**

CONTRACTOR AGREES TO DEFEND SUCH ACTION FREE OF COST, CHARGE OR EXPENSE TO THE CITY OR THE RAILROAD.

III. Contract Documents. The Contractor must comply with the following additional Contract Documents, which are part of this Contract and are incorporated by reference:

1. General Conditions
2. Special Conditions, if any
3. Engineer's Specifications, including any special shoring requirements
4. Engineer's Plans
5. Contractor's Bid for the Project
6. Performance Bond
7. Payment Bond
8. Labor Classification and Minimum Wage Rates
9. State of Texas Workers' Compensation Insurance Coverage Addendum
10. Minimum Insurance Policy Limits for Large Construction Projects
11. Notice to Proceed
12. Contractor's Affidavit of Bills Paid
13. Notice to Bidders
14. Instructions to Bidders
15. Change Orders
16. Addenda
17. Conflict of Interest Questionnaire
18. Geo-Tech Report (if Contract involves trench excavation exceeding depth of five feet)

If there is a conflict between or among the terms of the Contract the City will determine which provision applies.

IV. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR:

By: Joe Slavik
Name: Joe Slavik
Title: Assistant Secretary
Date: 02/18/14



6335 Gultton, Suite 100
Houston, Texas 77081-1169

TEL 713 777 5337
FAX 713 777 5976

ROSENBERG	AUSTIN
SAN ANTONIO	DALLAS
THE WOODLANDS	HOUSTON
BRYAN/COLLEGE STATION	BRENNHAM
	GREENSPRING

February 18, 2014

Texas Board of Professional Engineers Registration No. F 439
Texas Board of Professional Land Surveyors Registration No. 100046100

Mr. Ross Woodfin, Senior Project Manager
City of Sugar Land
2700 Town Center Boulevard North
Sugar Land, Texas 77479

Re: Construction of Eldridge and Willow Bank Water Well Rehabilitations
CIP Project No. WA1302
City of Sugar Land

Dear Mr. Woodfin:

We received bids for the referenced contract in the City of Sugar Land Offices on February 13, 2014 at 11:00 AM. Bids were publicly opened and read at that time.

Three (3) contractors submitted proposals for this work. A summary tabulation of the bids is enclosed for your review. Alsay Incorporated submitted the lowest Total Bid proposal in the amount of \$645,238.00.


We have worked with Alsay Incorporated in the past and find it to be an acceptable contractor. We recommend the referenced contract be awarded to Alsay Incorporated on the basis of its proposal in the amount of \$645,238.00.

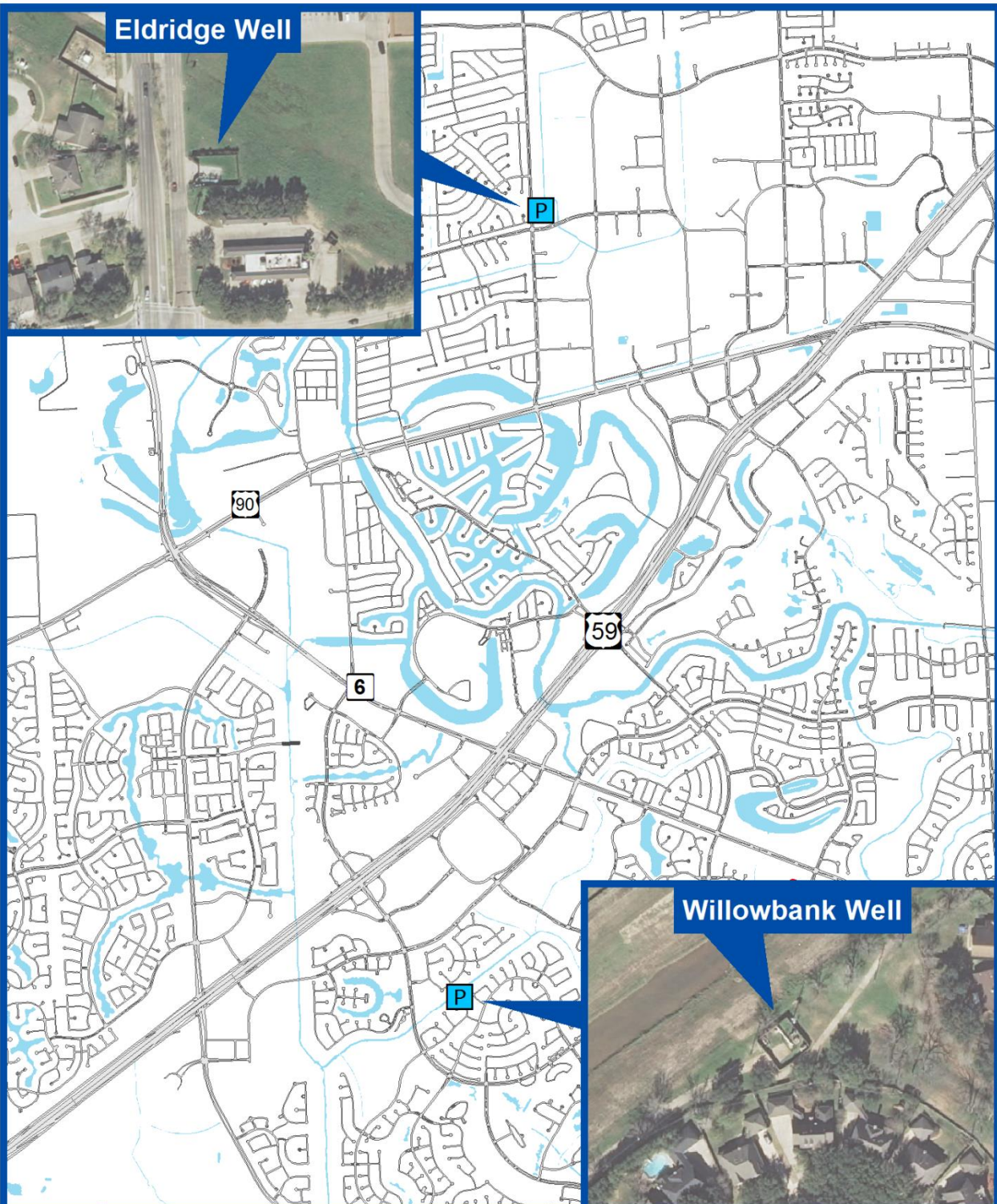
Sincerely,

A blue ink signature of Toby W. McQueary, consisting of stylized initials and a surname.

Toby W. McQueary, P.E.

TWM:tnm
P:\PROJECTS\00237\0028\Construction\Contract Docs\ROA.doc
Enclosure
cc: Alsay Incorporated

 JONES & CARTER, INC. ENGINEERS-PLANNERS-SURVEYORS	BID TABULATION SHEET				BIDS WERE RECEIVED IN THE OFFICE OF		
	City of Sugar Land				2700 Town Center Blvd. North, Suite		
	Construction of Eldridge and Willow Bank Water Well Rehabilitations				Time:		11:00AM
	Job No. 00237-028-00				Date:		2/13/2014
	BIDDERS						
	Alsay Inc.	Weisinger Incorporated	Layne Christensen Company				
Total Bid For Willow Bank Water Well Rehabilitation	\$329,463.00	\$354,084.00	\$405,254.00				
Total Bid For Eldridge Water Well Rehabilitation	\$315,775.00	\$361,320.00	\$355,374.00				
Total Base Bid	\$645,238.00	\$715,404.00	\$760,628.00				
Addendum 1	X	X	X				
Bid Security	X	X	X				



CITY OF SUGAR LAND
Capital Improvement Program
Willowbank & Eldridge Road Well Rehab
CIP WA1302

